

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors  
County of San Luis Obispo  
County Government Center  
San Luis Obispo, CA 93408

APN's 034-434-011, 014

APN's 034-434-006, 007

AGREEMENT ESTABLISHING RESTRICTIONS AND OBLIGATIONS  
FOR REAL PROPERTY ADJUSTED BY LOT LINE ADJUSTMENT COAL 13-0058

THIS AGREEMENT is made and entered into this 13th day of February,  
20 15, by and between JERRY R. TAFT and GLENDA K. TAFT, hereinafter collectively  
referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision  
of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is record owner of certain real property (hereinafter referred  
to as "Owner's Property") located in the unincorporated area of the County of San Luis  
Obispo described in Exhibit A attached hereto and incorporated by reference herein as  
though set forth in full; and

WHEREAS, Owner has filed an application and lot line adjustment map  
requesting approval of Lot Line Adjustment COAL 13-0058 (SUB2013-00023); and

ck. title rpt./Lot Line Adjustment COAL 13-0058  
Revised: February 9, 2015

WHEREAS, Owner agreed in his project description to include the obligations and restrictions set forth below in this agreement as covenants, conditions, and restrictions affecting the use of Owner's Property; and

WHEREAS, as agreed to by Owner and as a condition of approval of said lot line adjustment and as a condition precedent to the recordation of certificates of compliance completing and finalizing said lot line adjustment, Owner is required to enter into an agreement with the County imposing the restrictions and obligations set forth below as an obligation of Owner and the successors in interest of Owner's Property; and

WHEREAS, by the execution of this agreement by Owner and County, and the subsequent performance of the obligations of this agreement by Owner and his successors in interest, Owner will have satisfied the requirements of condition 13 of the conditions of approval of said lot line adjustment; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or lot book guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on Owner's Property.

NOW, THEREFORE, in consideration of County approval of certificates of compliance to complete and finalize the above lot line adjustment and the benefits conferred thereby on Owner and Owner's Property, and in further consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. Restrictions and obligations. The Owner hereby irrevocably covenants with and to the County, and Owner agrees that the Owner's Property shall be subject to and bound by such covenants, restrictions and obligations, as follows:

(a) Owner shall notify and disclose to prospective buyers that a portion of the Owner's Property is located in the Extractive Resource Area (EX1) combining designation and that any future development within that Area shall be required to meet the findings and other requirements for the Extractive Resource Area (EX1) as required by San Luis Obispo County Code Section 22.14.050. Any proposed land uses not directly related to energy or extraction operations are subject to Minor Use Permit approval, unless the project would otherwise be required to have a Conditional Use Permit. Approval of any use other than mineral resource extraction may be granted only when the finding is made that the proposed use will not adversely affect the continuing operation or expansion of a mineral resource extraction use. The Inland Area Framework for Planning states that the purpose of the EX1 designation is:

- (1) To identify lands which the California Department of Conservation's Division of Mines and Geology has classified as containing or being highly likely to contain significant mineral deposits; and
- (2) To notify landowners and the general public of the presence or high likelihood of significant mineral deposits; and
- (3) To emphasize the conservation and development of the mineral deposits identified by the Division of Mines and Geology, provided that a high level of environmental quality is also preserved and protected through the discretionary approval process.

2. Indemnification. The Owner shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising

out of this agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Owner or of agents, employees, or independent contractors directly responsible to the Owner; providing further that the foregoing obligation to defend, indemnify, and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Owner, the Owner's agents, employees, or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Owner to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

3. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

4. Survival of covenants. This agreement shall constitute a servitude upon and burden to Owner's Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, and shall survive any conveyance of Owner's Property, by a tax sale or otherwise.

5. Effect of waiver. County's waiver of breach of any one term, covenant, or provision of this agreement, shall not be a waiver of a subsequent breach of the same

term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

6. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

7. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created thereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

8. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

9. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices shall be addressed as follows:

To the County:            Director of Planning and Building  
County of San Luis Obispo  
976 Osos Street, Room 300  
San Luis Obispo, California 93408

To the Owner:            Jerry R. Taft  
10125 Santa Clara Road  
Atascadero, California 93422

Either party may change such address by providing notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

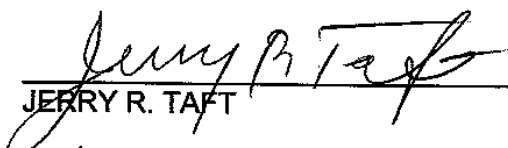
10. Owner not agent of County. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of County in connection with the performance of Owner's obligations under this agreement.

11. Entire agreement and modifications. This agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations to the provisions of this agreement shall be effective unless in writing and executed by the parties hereto or their assigns and successors in interest.

12. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OWNER

  
JERRY R. TAFT

  
GLENDA K. TAFT

- 6 -

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California )SS  
COUNTY OF San Luis Obispo )

File No: 3422-doctest (DC)  
APN No: 123-45-678

On February 13, 2015 before me, Lisa M. Irot, Notary Public, personally appeared Jerry R. Taft and Glenda K. Taft \*\*\*\*\*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Lisa M. Irot*



**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S) TITLE(S)  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

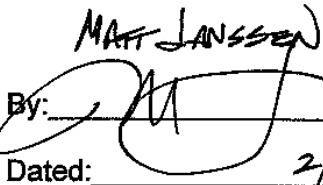
RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: 2/26/15

APPROVED AS TO CONTENT:

JAMES A. BERGMAN, AICP  
Director of Planning and Building

By:  FOR  
Dated: 2/25/15



LEGAL DESCRIPTION APPROVED AS TO FORM:

DOUGLAS A. RION  
County Surveyor

By: Douglas A. Rion

Dated: 2/25/15

[NOTE: This Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]  
221plhagr.docx

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                     )  
   ) ss.  
COUNTY OF SAN LUIS OBISPO         )

On \_\_\_\_\_, before me, \_\_\_\_\_, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TOMMY GONG, County Clerk-Recorder  
and Ex-Officio Clerk of the Board of  
Supervisors

By: \_\_\_\_\_  
Deputy County Clerk-Recorder

[SEAL]

## EXHIBIT A

### Parcel 1 Legal Description

**SIGN  
HERE**

Portions of Sections 31 and 32 of Township 28 South Range 13 East of the Mount Diablo Baseline and Meridian, according to the official plat thereof, County of San Luis Obispo, State of California described as follow:

Commencing at a 5/8" rebar with cap stamped "LS 6192" as shown on a map filed in Book of Records of Survey at Page , records of said County, thence North 1° 51' 43" East along the west line of section 32 a distance of 1322.13 feet to a 3-1/2" Brass Cap stamped "SLO CO #95 RE 1880 T28S R13E" as shown on said map, records of said County; said point being the True Point of Beginning; thence the following 22 courses:

- 1) North 1° 13' 39" East along the west line of said Section 32 a distance of 95.27 feet to "Point A" being a 1-1/2" iron pipe with aluminum cap stamped "LS 5201" as shown on said map; thence
- 2) North 1° 13' 39" East along the west line of said Section 32 a distance of 1167.69 feet to a rebar with illegible cap accepted per said map, being the north 1/16 corner on the west line of said Section; thence
- 3) North 89° 17' 41" West a distance of 1344.44 feet to a 1-1/2 inch iron pipe per said map, being the northeast 1/16 corner of said Section 31; thence
- 4) North 01° 13' 38" East a distance of 1277.93 feet to a 1-1/2 inch iron pipe per said map, being the east 1/16 corner on the north line of said Section 31; thence
- 5) South 88° 39' 03" East a distance of 1344.38 feet to a 1-1/2 inch iron pipe per said map, being the northeast corner of said Sections 31; thence
- 6) North 89° 00' 06" East 1300.01 feet to a point being the west 1/16 corner on the north line of said Section 32; thence
- 7) South 01° 36' 33" West 1277.27 feet to a point being the northwest 1/16 corner of said Section 32; thence
- 8) South 01° 36' 33" West 158.53 feet to "Point B" being a 1-1/2" iron pipe with aluminum cap stamped "LS 5201" as shown on said map; thence
- 9) South 01° 36' 33" West 1118.73 feet to a point being the center-west 1/16 corner of said Section 32; thence
- 10) South 89° 44' 48" East 1296.55 feet to a point being the center 1/4 corner of said Section 32; thence

- 11) South 01° 39' 50" West 1320.96 feet to a point being the center-south 1/16 corner of said Section 32; thence
- 12) South 89° 46' 13" East 2586.53 feet to a point being the south 1/16 corner on the east line of said Section 32; thence
- 13) South 01° 49' 48" West 1471.55 feet to a point being the southeast corner of said Section 32 from which a 1-1/2 inch iron pipe per said map bears North 60° 12' 00" East 59.46 feet; thence
- 14) North 88° 19' 45" West 805.79 feet along the south line of said Section; thence leaving the south line of said Section
- 15) North 40° 17' 52" West 1385.29 feet; thence
- 16) South 88° 21' 56" West 473.72 feet; thence
- 17) South 16° 33' 47" West 848.52 feet; thence
- 18) South 42° 35' 01" West 241.69 feet to a point on the south line of said Section from which bears a 1-1/2 inch iron pipe per said map North 16° 41' 37" West 175.88; thence
- 19) North 88° 19' 45" West 475.00 feet along the south line of said Section; thence leaving the south line of said Section
- 20) North 59° 19' 37" West 2752.26 feet to a point on the north line of Government Lot 6 in said Section 31; thence along the north line of Government Lot 6
- 21) South 89° 41' 29" East 299.53 feet to a 5/8" rebar with cap stamped "LS 6192" per said map, also being the south 1/16 corner on the west line of Section 32; thence
- 22) North 1° 51' 43" East 1322.13 feet along the west line of said Section to the True Point of Beginning.

Excepting therefrom all that portion lying southerly of a dividing line projected from said "Point A" North 52° 11' 56" East 1659.89 feet to said "Point B".

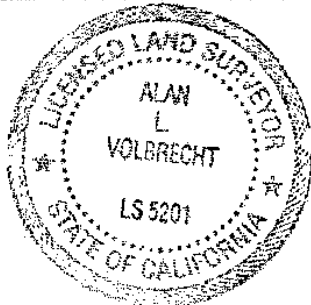
The above-described parcel is graphically shown on Exhibit B-1 attached hereto and made part hereof.

END OF DESCRIPTION

*ALAN L. VOLBRECHT*

*02/11/2015*

Alan L. Volbrecht LS 5201



## **Parcel 2**

### **Legal Description**

Portions of Sections 31 and 32 of Township 28 South Range 13 East of the Mount Diablo Baseline and Meridian, according to the official plat thereof, County of San Luis Obispo, State of California described as follow:

Commencing at a 5/8" rebar with cap stamped "LS 6192" as shown on a map filed in Book of Records of Survey at Page , records of said County, thence North 1° 51' 43" East along the west line of section 32 a distance of 1322.13 feet to a 3-1/2" Brass Cap stamped "SLO CO #95 RE 1880 T28S R13E" as shown on said map, records of said County; said point being the True Point of Beginning; thence the following 22 courses:

- 1) North 1° 13' 39" East along the west line of said Section 32 a distance of 95.27 feet to "Point A" being a 1-1/2" iron pipe with aluminum cap stamped "LS 5201" as shown on said map; thence
- 2) North 1° 13' 39" East along the west line of said Section 32 a distance of 1167.69 feet to a rebar with illegible cap accepted per said map, being the north 1/16 corner on the west line of said Section; thence
- 3) North 89° 17' 41" West a distance of 1344.44 feet to a 1-1/2 inch iron pipe per said map, being the northeast 1/16 corner of said Section 31; thence
- 4) North 01° 13' 38" East a distance of 1277.93 feet to a 1-1/2 inch iron pipe per said map, being the east 1/16 corner on the north line of said Section 31; thence
- 5) South 88° 39' 03" East a distance of 1344.38 feet to a 1-1/2 inch iron pipe per said map, being the northeast corner of said Sections 31; thence
- 6) North 89° 00' 06" East 1300.01 feet to a point being the west 1/16 corner on the north line of said Section 32; thence
- 7) South 01° 36' 33" West 1277.27 feet to a point being the northwest 1/16 corner of said Section 32; thence
- 8) South 01° 36' 33" West 158.53 feet to "Point B" being a 1-1/2" iron pipe with aluminum cap stamped "LS 5201" as shown on said map; thence
- 9) South 01° 36' 33" West 1118.73 feet to a point being the center-west 1/16 corner of said Section 32; thence
- 10) South 89° 44' 48" East 1296.55 feet to a point being the center 1/4 corner of said Section 32; thence
- 11) South 01° 39' 50" West 1320.96 feet to a point being the center-south 1/16 corner of said Section 32; thence

- 12) South 89° 46' 13" East 2586.53 feet to a point being the south 1/16 corner on the east line of said Section 32; thence
- 13) South 01° 49' 48" West 1471.55 feet to a point being the southeast corner of said Section 32 from which a 1-1/2 inch iron pipe per said map bears North 60° 12' 00" East 59.46 feet; thence
- 14) North 88° 19' 45" West 805.79 feet along the south line of said Section; thence leaving the south line of said Section
- 15) North 40° 17' 52" West 1385.29 feet; thence
- 16) South 88° 21' 56" West 473.72 feet; thence
- 17) South 16° 33' 47" West 848.52 feet; thence
- 18) South 42° 35' 01" West 241.69 feet to a point on the south line of said Section from which bears a 1-1/2 inch iron pipe per said map North 16° 41' 37" West 175.88; thence
- 19) North 88° 19' 45" West 475.00 feet along the south line of said Section; thence leaving the south line of said Section
- 20) North 59° 19' 37" West 2752.26 feet to a point on the north line of Government Lot 6 in said Section 31; thence along the north line of Government Lot 6
- 21) South 89° 41' 29" East 299.53 feet to a 5/8" rebar with cap stamped "LS 6192" per said map, also being the south 1/16 corner on the west line of Section 32; thence
- 22) North 1° 51' 43" East 1322.13 feet along the west line of said Section to the True Point of Beginning.

Excepting therefrom all that portion lying northerly of a dividing line projected from said "Point A" North 52° 11' 56" East 1659.89 feet to said "Point B".

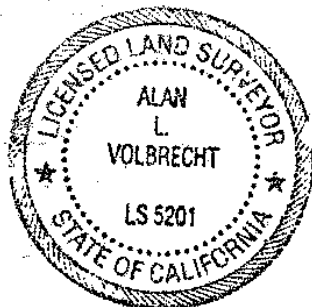
The above-described parcel is graphically shown on Exhibit B-1 attached hereto and made part hereof.

END OF DESCRIPTION

*Alan L. Volbrecht*

Alan L. Volbrecht L.S. 5201

02/11/2015



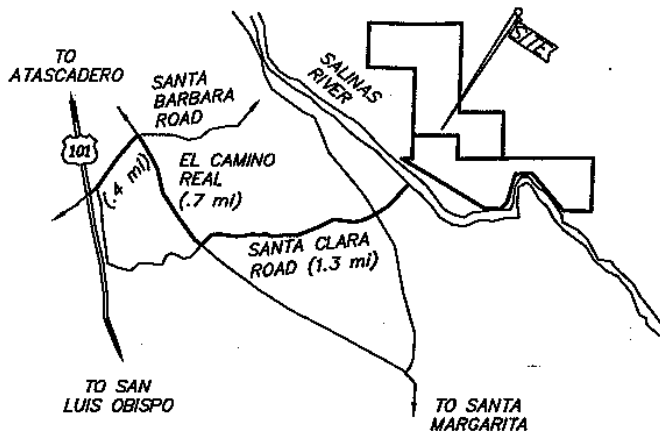
APN(S): 034-434-007 Portion & 034-434-006  
PROJECT NO: COAL 13-0058

FILE NO: SUB2013-00023

# Vicinity Map

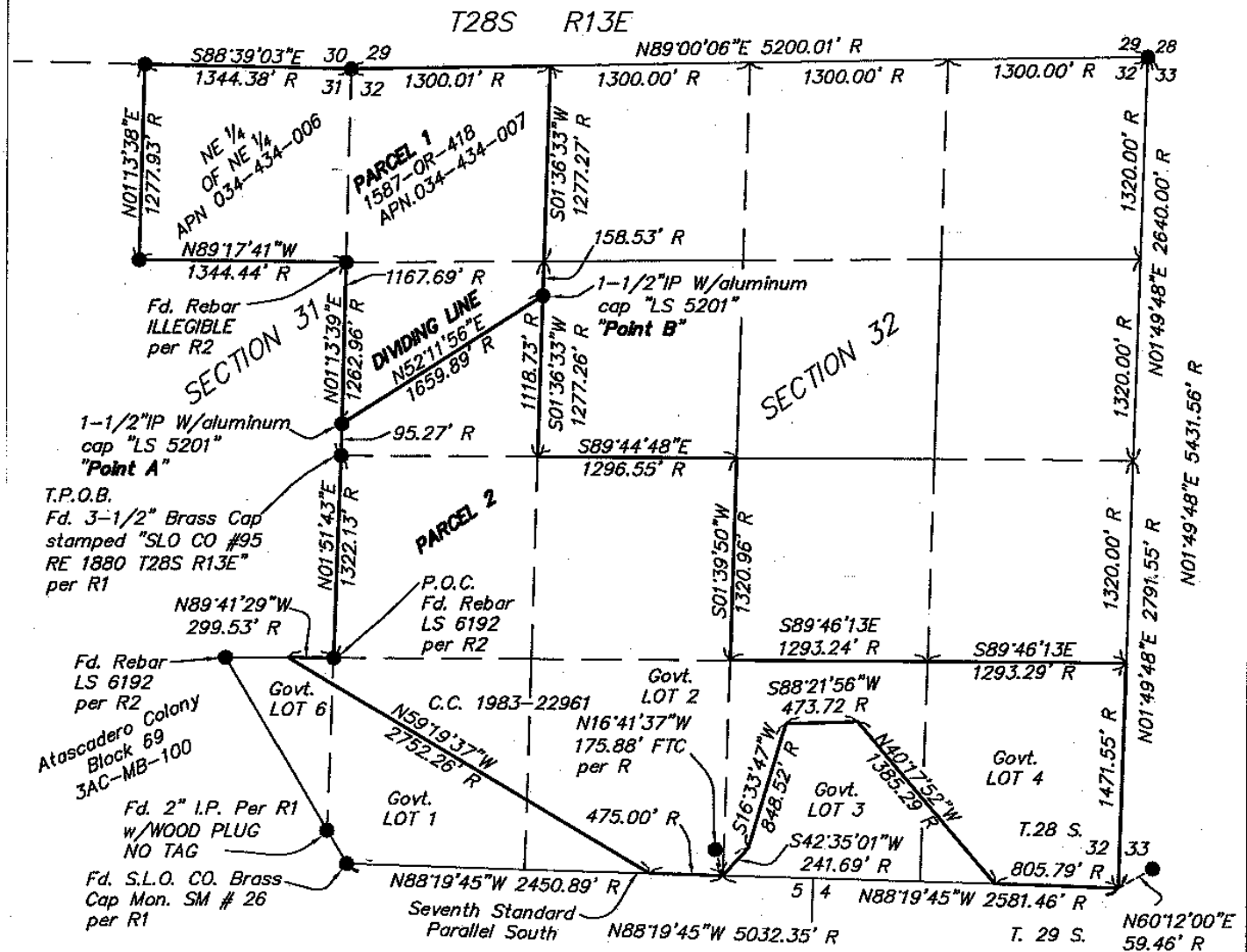
No Scale

EXHIBIT B-1  
MAP



## LEGEND

R -RS- VOLBRECHT, 2014  
R1 18-LS-45 STEWART, 1971  
R2 71-LS-50 MORRIS, 1994  
● Found 1-1/2" Iron Pipe per R1.  
(unless otherwise noted)  
FTC From True Corner  
IP Iron Pipe



**AT GeoSystems**

Civil Engineers Land Surveyors

3590 Sacramento Dr, Suite110, San Luis Obispo,  
CA 93401 (805)781-9296 atgeosys.com



SCALE: 1"=1000'

AUG. 2014

EXHIBIT B-1  
COAL 13-0058 BEING PORTIONS OF SECTIONS 31 AND 32 OF  
T28S R13E M.D.B&M. ACCORDING TO THE OFFICIAL PLAT  
THEREOF, COUNTY OF SAN LUIS OBISPO, STATE OF  
CALIFORNIA.

AT-1000/1051-01 RecordBase.dwg

August, 2014